

ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NORA HARGAN BARMORE

Plaintiff,

v.

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY**

Defendant.

CIVIL ACTION

NO. 08 - 306

2011 MAY 22 PM 3:51
U.S. DISTRICT COURT
DISTRICT OF DELAWARE

NOTICE OF REMOVAL

**TO: CLERK FOR THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE:**

Defendant, Liberty Mutual Fire Insurance Company, by and through its attorneys, Marshall, Dennehey, Warner, Coleman & Goggin, hereby files this Notice of Removal of this case from the Superior Court of New Castle County, Delaware, where it is now pending, to the United States District Court for the District of Delaware on the basis of diversity jurisdiction, and in support thereof avers as follows:

1. Plaintiff, Nora Hargan Barmore, commenced this action by Complaint filed on December 21, 2007 in the Superior Court of New Castle County, Delaware, docketed as C.A. No. 07C-12-179. (A true and copy of Plaintiff's Complaint is attached hereto and marked Exhibit "A").

2. The Complaint was received by Defendant on January 22, 2008. This Complaint did not clearly state the damages sought by Plaintiff and it was unclear as to whether it was removable.

3. On February 28, 2008, Defendant filed a Motion to Compel Plaintiff to File a More Definite Statement. (A true and copy of the Motion of Defendant Liberty Mutual Fire

Insurance Company to Compel Plaintiff to File a More Definite Statement is attached hereto and marked Exhibit "B").

4. On April 17, 2008, the Superior Court of New Castle County, in Delaware, granted Defendant's Motion to Compel Plaintiff to File a More Definite Statement.

5. On May 2, 2008, Plaintiff filed an Amended Complaint in the Superior Court of New Castle County, Delaware, in the action docketed as C.A. No. 07C-12-179 (MMJ). (A true and copy of Plaintiff's Amended Complaint is attached hereto and marked Exhibit "C").

6. The Amended Complaint provides additional information as to the damages sought by Plaintiff.

7. The Amended Complaint is an amended pleading from which it could first be ascertained that the case is one which is removable within the meaning of 28 U.S.C. § 1446(b) and, therefore, Defendant has filed this Notice of Removal within thirty (30) days after receipt by Defendant of the Amended Complaint in accordance with § 1446(b).

8. Plaintiff's Amended Complaint asserts a claim for breach of contract by the Defendant in a willful, wanton and malicious manner. (Exhibit "C", ¶ 6).

9. Based upon the allegations of Plaintiff's Amended Complaint, the amount in controversy in this action is in excess of Seventy- Five Thousand Dollars (\$75,000.00), exclusive of interest and costs, as Plaintiff has demands compensatory damages in the amount of \$87,650.00, plus punitive damages, attorney's fees, interest and costs. (Exhibit "C").

10. The Amended Complaint states that the Plaintiff is a resident of Delaware. (Exhibit "C", ¶ 1). Therefore, upon information and belief, Plaintiff is a citizen of the State of Delaware.

11. Defendant, Liberty Mutual Fire Insurance Company, is a corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located

at 175 Berkeley Street, Boston, Massachusetts 02117.

12. As such, this Honorable Court has jurisdiction pursuant to the provisions of 28 U.S.C. §1332 based upon the fact that there exists diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

13. The present lawsuit is accordingly removable from the state court to the United States District Court pursuant to 28 U.S.C. §§ 1441 and 1446.

14. Written notice of the filing of this Notice of Removal has been given to the adverse party in accordance with 28 U.S.C. §1446(d) and as noted in the attached Certificate of Service.

15. Promptly after filing with this Court and with the assignment of a Civil Action Number, a copy of this Notice of this Removal will be filed with the Superior Court of New Castle County, Delaware in accordance with 28 U.S.C. § 1446(d).

16. Copies of all process, pleadings and other Orders which have been received by Defendant in this action are filed herewith.

WHEREFORE, Defendant, Liberty Mutual Fire Insurance Company, respectfully requests that it may effect the Removal of this action from the Superior Court of New Castle County, Delaware to the United States District Court for the District of Delaware.

Respectfully submitted:

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors
KEVIN J. CONNORS, ESQUIRE
I.D. No. 2135
1220 North Market Street, 5th Floor
Wilmington, DE 19899
(302) 552-4302
Attorney for Defendant

Dated: May 22, 2008

15/624155.v1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NORA HARGAN BARMORE

Plaintiff,

v.

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY**

Defendant.

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CIVIL ACTION

NO.

AFFIDAVIT

I, KEVIN J. CONNORS, ESQUIRE, being duly sworn according to law, depose and say that the facts set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors (Bar Id. #2135)
KEVIN J. CONNORS, ESQUIRE
Attorneys for Defendant
Liberty Mutual Fire Insurance Company

Dated: May 22, 2008

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NORA HARGAN BARMORE

Plaintiff,

v.

LIBERTY MUTUAL FIRE INSURANCE
COMPANY

Defendant.

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CIVIL ACTION

NO.

AFFIDAVIT OF SERVICE

I, KEVIN J. CONNORS, ESQUIRE, being duly sworn according to law, depose and say that I am filing a true and correct certified copy of the Defendant's Notice of Removal, together with copies of the documents attached hereto, with the Clerk of New Castle County, Delaware via United States Mail, First Class, postage pre-paid, on the below date.

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors (Bar Id. #2135)
KEVIN J. CONNORS, ESQUIRE
Attorneys for Defendant
Liberty Mutual Fire Insurance Company

Dated: May 22, 2008

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

NORA HARGAN BARMORE

Plaintiff,

V.

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY,**

Defendants.

C.A. No. 07C-12-179 MMJ

ARBITRATION

TRIAL BY JURY OF TWELVE DEMANDED

NOTICE TO THE CLERK OF NEW CASTLE COUNTY

TO: THE CLERK OF THE SUPERIOR COURT OF
NEW CASTLE COUNTY, DELAWARE

Pursuant to 28 U.S.C. § 1446(a), Defendant, Liberty Mutual Fire Insurance Company, file herewith a copy of the Notice of Removal filed in the United States District Court for the District of Delaware on this date.

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors (Bar Id. #2135)
 KEVIN J. CONNORS, ESQUIRE
Attorneys for Defendant
Liberty Mutual Fire Insurance Company

Dated: May 22, 2008

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NORA HARGAN BARMORE

Plaintiff,

v.

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY**

Defendant.

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CIVIL ACTION

NO.

CERTIFICATE OF SERVICE

I, Kevin J. Connors, Esquire, hereby certify that two (2) true and correct copies of the foregoing Notice of Removal and Notice to the Clerk of New Castle County were served on the below date via United States Mail, First Class, postage pre-paid, upon the following individual:

Kenneth M. Roseman, Esquire
KENNETH ROSEMAN, P.A.
1300 King Street
Wilmington, DE 19899
Attorney for Plaintiff

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors (Bar Id. #2135)
KEVIN J. CONNORS, ESQUIRE
Attorneys for Defendant
Liberty Mutual Fire Insurance Company

Dated: May 22, 2008

EXHIBIT "A"

EFiled: Dec 21 2007 11:49
Transaction ID 17760365
Case No. 07C-12-179 MMJ



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BORMORE,)	
	)	C.A. NO.
Plaintiff,)	
v.	)	ARBITRATION
)	
LIBERTY MUTUAL FIRE INSURANCE	)	TRIAL BY JURY OF
COMPANY,	)	TWELVE DEMANDED
Defendants.)	

COMPLAINT

1. The Plaintiff is a resident of the State of Delaware.
2. Defendants transact business in the State of Delaware.
3. On or about October 11, 2007, the plaintiff, sustained water damage in property that she owned. The property was located at 7 Sustain Court, Newark, Delaware.
4. The cost of repairing the water damage is \$47,650.
5. At the time of the aforesaid loss, the plaintiff's property was insured under a policy of insurance issued by the defendant. The policy provided coverage for property damage caused by water.
6. The plaintiff provided notice of the loss immediately upon discovery. The plaintiff also provided notice that the repairs needed to be performed immediately as the house was listed for sale in advance of a scheduled foreclosure.
7. The defendant willfully, wantonly and maliciously breached the aforesaid policy of insurance by failing and refusing to reimburse the plaintiff for her losses.
8. As a consequence of the defendant's conduct, the plaintiff has incurred additional economic losses and has suffered mental anguish and incurred attorney's fees.

WHEREFORE, the Plaintiff, Nora Hargan Barmore, demands compensatory and punitive damages, attorney's fees and prejudgment interest from the defendant, plus Court costs.

KENNETH ROSEMAN, P.A.

/s/ Kenneth M. Roseman
Kenneth M. Roseman (I.D. #916)
1300 King Street
Wilmington, DE 19899
(302) 658-7101

Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BORMORE

Plaintiff,

v.

LIBERTY MUTUAL FIRE INSURANCE
COMPANY,

Defendant.

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C.A. No. 07C-12-179 (MMJ)

ARBITRATION

TRIAL BY JURY OF
TWELVE DEMANDED

NOTICE OF MOTION

TO: Kenneth M. Roseman, Esquire
KENNETH M. ROSEMAN, P.A.
1300 King Street
Wilmington, DE 19899

PLEASE TAKE NOTICE that the attached Motion of Defendant, Liberty Mutual Fire Insurance Company, for a More Definite Statement will be presented to this Honorable Court on Thursday, March 20, 2008 at 9:00 a.m.

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors
KEVIN J. CONNORS, ESQUIRE
1220 North Market Street, 5th Floor
P.O. Box 8888
Wilmington, DE 19899
(302) 552-4302
Attorneys for Defendant, Liberty Mutual Fire
Insurance Company

Dated: February 29, 2008

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BORMORE)	
	)	C.A. No. 07C-12-179 (MMJ)
Plaintiff,)	
)	
v.	)	ARBITRATION
)	
LIBERTY MUTUAL FIRE)	
INSURANCE COMPANY,)	
	)	TRIAL BY JURY OF
	)	TWELVE DEMANDED
Defendant.)	

**MOTION OF DEFENDANT LIBERTY MUTUAL FIRE INSURANCE
COMPANY TO COMPEL PLAINTIFF TO FILE A MORE DEFINITE
STATEMENT**

Defendant, Liberty Mutual Fire Insurance Company (hereinafter referred to as "Liberty Mutual Fire" and/or "Defendant"), hereby moves this Honorable Court to enter the attached Order compelling Plaintiff to file a more definite statement. Defendant avers the following in support of its position:

1. Plaintiff, Nora Hargan Bormore, instituted the instant action against Defendant Liberty Mutual Fire to recover damages for alleged breach of contract arising out of Liberty Mutual Fire's handling of a claim for water damage at the premises located at 7 Sustain Court, Newark, Delaware. (A copy of Plaintiff's Complaint is attached hereto as Exhibit "A").
2. In Paragraph 4 of her Complaint, Plaintiff alleges that the cost of repairing the water damage is \$47,650. (Exhibit "A", ¶ 4).
3. Plaintiff further states in her Complaint at Paragraph 7 that Defendant Liberty Mutual Fire willfully, wantonly and maliciously breached the policy of insurance at issue by failing and refusing to reimburse the Plaintiff for her losses. (Exhibit "A", ¶ 7).

4. Plaintiff alleges at Paragraph 8 that, as a consequence of Defendant's conduct, she has incurred additional economic losses and has suffered mental anguish and incurred attorney's fees. (Exhibit "A", ¶ 8).

5. In addition, in her prayer for relief, Plaintiff demands from Defendant compensatory and punitive damages, attorney's fees, prejudgment interest and Court costs. (Exhibit "A").

6. Plaintiff reported a loss upon the policy of insurance at issue for water damage to the insured premises. Liberty Mutual Fire proceeded promptly with investigation and adjustment of Plaintiff's claim. As a result of this investigation, and upon apparent agreement from the Plaintiff, Liberty Mutual Fire paid \$5,814.43 for repairs and settlement of Plaintiff's claim for water damage.

7. Plaintiff's Complaint is deficient in that it fails to allege the basis for the \$47,650 cost of repairing the water damage. Specifically, Plaintiff has failed to provide an estimate of repairs or a description of services supporting this alleged cost. Furthermore, Plaintiff fails to specify the conduct of Defendant which purportedly constitutes a willful, wanton and malicious breach of the insurance policy issued by Liberty Mutual Fire to the Plaintiff for the premises located at 7 Sustain Court, Newark, Delaware. Finally, Plaintiff fails to allege a basis for her claims for economic losses and punitive damages against Defendant.

8. A Complaint must show that the plaintiff is entitled to relief by way of a short and plain statement of the claim and each averment shall be stated in a simple, concise and direct manner. See Del. Super. Ct. R. Civ. P. 8(a) & 8(e).

9. Where a pleading is so vague or ambiguous that a party cannot reasonably frame a responsive pleading, a more definite statement should be required to correct its defects. See Del. Super. Ct. R. Civ. P. 12(e); Crowhorn v. Nationwide Mutual Ins. Co.,

C.A. No. 00C-06-010 WLW, 2001 Del. Super. LEXIS 358, at *5 n. 4 (Del. Super. Ct., Kent Apr. 26, 2001)(citing Twin Coach Co. v. Chance Vought Aircraft, Inc., 163 A.2d 278, 283 (Del. 1960)).

10. Defendant Liberty Mutual Fire cannot formulate a proper Answer and cannot accurately state affirmative defenses to Plaintiff's Complaint because of the deficiencies contained therein.

11. For all of the foregoing reasons, Plaintiff must be required to file a more definite statement of the claim against Defendant Liberty Mutual Fire.

WHEREFORE, Defendant, Liberty Mutual Fire Insurance Company, respectfully requests that this Honorable Court enter the attached Order compelling Plaintiff to file a more definite statement of the claim against Liberty Mutual Fire Insurance Company.

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors

KEVIN J. CONNORS, ESQUIRE

1220 North Market Street, 5th Floor

P.O. Box 8888

Wilmington, DE 19899

(302) 552-4302

Attorneys for Defendant, Liberty Mutual Fire
Insurance Company

Dated: February 29, 2008

15000-15000 01/4333775.v1

EXHIBIT "A"

EFiled: Dec 21 2007 11:49
Transaction ID 17760365
Case No. 07C-12-179 MMJ



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BORMORE,)	
	)	C.A. NO.
Plaintiff,)	
v.	)	ARBITRATION
)	
LIBERTY MUTUAL FIRE INSURANCE	)	TRIAL BY JURY OF
COMPANY,	)	TWELVE DEMANDED
Defendants.)	

COMPLAINT

1. The Plaintiff is a resident of the State of Delaware.
2. Defendants transact business in the State of Delaware.
3. On or about October 11, 2007, the plaintiff, sustained water damage in property that she owned. The property was located at 7 Sustain Court, Newark, Delaware.
4. The cost of repairing the water damage is \$47,650.
5. At the time of the aforesaid loss, the plaintiff's property was insured under a policy of insurance issued by the defendant. The policy provided coverage for property damage caused by water.
6. The plaintiff provided notice of the loss immediately upon discovery. The plaintiff also provided notice that the repairs needed to be performed immediately as the house was listed for sale in advance of a scheduled foreclosure.
7. The defendant willfully, wantonly and maliciously breached the aforesaid policy of insurance by failing and refusing to reimburse the plaintiff for her losses.
8. As a consequence of the defendant's conduct, the plaintiff has incurred additional economic losses and has suffered mental anguish and incurred attorney's fees.

WHEREFORE, the Plaintiff, Nora Hargan Barmore, demands compensatory and punitive damages, attorney's fees and prejudgment interest from the defendant, plus Court costs.

KENNETH ROSEMAN, P.A.

/s/ Kenneth M. Roseman

Kenneth M. Roseman (I.D. #916)

1300 King Street

Wilmington, DE 19899

(302) 658-7101

Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BORMORE

Plaintiff,

V.

**LIBERTY MUTUAL FIRE INSURANCE
COMPANY,**

Defendant.

C.A. No. 07C-12-179 (MMJ)

ARBITRATION

TRIAL BY JURY OF TWELVE DEMANDED

ORDER

AND NOW, this ____ day of _____, 2008, upon consideration of the Motion of Defendant, Liberty Mutual Fire Insurance Company, for a More Definite Statement, and Plaintiff's Response thereto, it is hereby ORDERED that Defendant's Motion is GRANTED and Plaintiff shall file an Amended Complaint containing a more definite statement of Plaintiff's claim against Defendant, Liberty Mutual Fire Insurance Company, within twenty (20) days of the date of this Order.

BY THE COURT:

J.

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

NORA HARGAN BORMORE

Plaintiff,

V.

**LIBERTY MUTUAL FIRE
INSURANCE COMPANY,**

Defendant.

C.A. No. 07C-12-179 (MMJ)

ARBITRATION

TRIAL BY JURY OF TWELVE DEMANDED

CERTIFICATE OF SERVICE

I, KEVIN J. CONNORS, hereby certify that the MOTION OF DEFENDANT, LIBERTY MUTUAL FIRE INSURANCE COMPANY, FOR A MORE DEFINITE STATEMENT has been served on February 29, 2008 via E-file upon the following:

Kenneth M. Roseman, Esquire
KENNETH M. ROSEMAN, P.A.
1300 King Street
Wilmington, DE 19899

**MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN**

BY: /s/ Kevin J. Connors
KEVIN J. CONNORS, ESQUIRE
1220 North Market Street, 5th Floor
P.O. Box 8888
Wilmington, DE 19899
(302) 552-4302
Attorneys for Defendant, Liberty Mutual
Fire Insurance Company

Dated: February 29, 2008

LexisNexis File & Serve Transaction Receipt

Transaction ID: 18807882
Submitted by: Victoria Lucas, Marshall Dennehey Warner Coleman & Goggin-Wilmington
Authorized by: Kevin J Connors, Marshall Dennehey Warner Coleman & Goggin-Wilmington
Authorize and file on: Feb 29 2008 2:39PM EST

Court: DE Superior Court-New Castle County
Division/Courtroom: N/A
Case Class: Civil-Arbitration
Case Type: CDBT - Debt/Breach of Contract
Case Number: 07C-12-179 MMJ
Case Name: Nora Hargan Barmore vs Liberty Mutual Fire Insurance Co

Transaction Option: File and Serve
Billing Reference: 15000-15000 BORMORE/LIBERTY MUTUAL

Documents List**5 Document(s)**

Attached Document, 1 Pages Document ID: 13716049 [PDF Format](#) | [Original Format](#)

Document Type:	Access:	Statutory Fee:	Linked:
Notice	Public	\$0.50	

Document title:

NOTICE OF MOTION OF DEFENDANT, LIBERTY MUTUAL FIRE INSURANCE COMPANY FOR A MORE DEFINITE STATEMENT

Attached Document, 3 Pages Document ID: 13716078 [PDF Format](#) | [Original Format](#)

Related Document ID: 13716049

Document Type:	Access:	Statutory Fee:	Linked:
Motion	Public	\$0.50	

Document title:

MOTION OF DEFENDANT, LIBERTY MUTUAL FIRE INSURANCE COMPANY TO COMPEL PLAINTIFF TO FILE A MORE DEFINITE STATEMENT

Attached Document, 3 Pages Document ID: 13716114 [PDF Format](#) | [Original Format](#)

Related Document ID: 13716049

Document Type:	Access:	Statutory Fee:	Linked:
Exhibits	Public	\$0.50	

Document title:

EXHIBIT A DEFENDANT'S MOTION FOR A MORE DEFINITE STATEMENT

Attached Document, 1 Pages Document ID: 13716141 [PDF Format](#) | [Original Format](#)

Related Document ID: 13716049

Document Type:	Access:	Statutory Fee:	Linked:
Proposed Order	Public	\$0.50	

Document title:

ORDER MOTION OF DEFENDANT, LIBERTY MUTUAL FIRE INSURANCE COMPANY FOR A MORE DEFINITE STATEMENT

Attached Document, 1 Pages Document ID: 13716166 [PDF Format](#) | [Original Format](#)

Related Document ID: 13716049

Document Type:	Access:	Statutory Fee:	Linked:
Certificate of Service	Public	\$0.50	

Document title:

CERTIFICATE OF SERVICE MOTION OF DEFENDANT, LIBERTY MUTUAL FIRE INSURANCE COMPANY FOR A MORE DEFINITE STATEMENT

[Close All](#)

☐ **Sending Parties (1)**

Party	Party Type	Attorney	Firm	Attorney Type
Liberty Mutual Fire Insurance Co	Defendant	Connors, Kevin J	Marshall Dennehey Warner Coleman & Goggin-Wilmington	N/A

☐ **Recipients (1)**☐ Service List (1)

Delivery Option	Party	Party Type	Attorney	Firm	Attorney Type	Method
Service	Hargan Barmore, Nora	Plaintiff	Roseman, Kenneth M	Roseman, Kenneth PA	Attorney in Charge	E-Service

☐ Additional Recipients (0)☐ **Case Parties**

Party	Party Type	Attorney	Firm	Attorney Type
<u>Hargan Barmore, Nora</u>	Plaintiff	Roseman, Kenneth M	Roseman, Kenneth PA	Attorney in Charge
<u>Liberty Mutual Fire Insurance Co</u>	Defendant	Connors, Kevin J	Marshall Dennehey Warner Coleman & Goggin-Wilmington	N/A
N/A	N/A	Johnston, Mary M	DE Superior Court-New Castle County	Primary Judge



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EFiled: May 2 2008 3:05 PM EDT
Transaction ID 19670341
Case No. 07C-12-179 MMJ



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

NORA HARGAN BARMORE,)	
	)	C.A. NO. 07C-12-179 MMJ
Plaintiff,)	
v.	)	ARBITRATION
)	
LIBERTY MUTUAL FIRE INSURANCE	)	TRIAL BY JURY OF
COMPANY,	)	TWELVE DEMANDED
Defendants.)	

AMENDED COMPLAINT

1. The Plaintiff is a resident of the State of Delaware.
2. Defendants transact business in the State of Delaware.
3. On or about October 11, 2007, the plaintiff, sustained water damage in property that she owned. The property was located at 7 Sustain Court, Newark, Delaware.
4. At the time of the aforesaid loss, the plaintiff's property was insured under a policy of insurance issued by the defendant. The policy provided coverage for property damage caused by water.
5. The plaintiff provided notice of the loss immediately upon discovery. The plaintiff also provided notice that the repairs needed to be performed immediately as the house was listed for sale in advance of a scheduled foreclosure.

6. The defendant willfully, wantonly and maliciously breached the aforesaid policy of insurance by failing and refusing to reimburse the plaintiff for her losses.

7. As a consequence of the defendant's conduct, the plaintiff is entitled to recover the cost of repairing the water damage in the amount of \$47,650.

8. As a consequence of the defendant's conduct, the plaintiff is entitled to recover the difference between the price that the property sold for at foreclosure and the price that the property could have sold for had the repairs been performed and the property sold through a private transaction. Upon information and belief, the sale price differential is in excess of \$40,000.

9. As a consequence of the defendants conduct, the plaintiff has retained an attorney to enforce the contractual obligations of the defendant. Plaintiff is incurring attorney's fees in the amount of 1/3 of her recovery.

WHEREFORE, the Plaintiff, Nora Hargan Barmore, demands compensatory and punitive damages, statutory attorney's fees and prejudgment interest from the defendant, plus Court costs.

KENNETH ROSEMAN, P.A.

/s/: Kenneth M. Roseman
Kenneth M. Roseman (I.D. #916)
1300 King Street
Wilmington, DE 19899
(302) 658-7101

Attorney for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that I, Kenneth M. Roseman, Esquire, hereby certifies that copies of the foregoing Amended Complaint was served upon counsel, listed below, on May 2, 2008 by Lexis/Nexis File and Serve.

Kevin J. Connors, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
1220 North market Street, 5th Floor
P.O. Box 8888
Wilmington, DE 19899

KENNETH ROSEMAN, P.A.

/s/: Kenneth M. Roseman

Kenneth M. Roseman
1300 King Street
P.O. Box 1126
Wilmington, DE 19899
(302) 658-7101

Attorney for Plaintiff

Connors, Kevin J.

From: LexisNexis File & Serve [efile@fileandserve.lexisnexis.com]
Sent: Friday, May 02, 2008 3:07 PM
To: Connors, Kevin J.
Subject: Case: 07C-12-179 MMJ; Transaction: 19670341 - Notification of Service

To: Kevin J Connors
From: LexisNexis File & Serve
Subject: Service of Documents in Nora Hargan Barmore vs Liberty Mutual Fire Insurance Co

You are being served documents that have been electronically submitted in Nora Hargan Barmore vs Liberty Mutual Fire Insurance Co through LexisNexis File & Serve. The details for this transaction are listed below.

Court: DE Superior Court-New Castle County
Case Name: Nora Hargan Barmore vs Liberty Mutual Fire Insurance Co
Case Number: 07C-12-179 MMJ
Transaction ID: 19670341
Document Title(s):
Amended Complaint with Certificate of Service (3 pages)
Authorized Date/Time: May 2 2008 3:05PM EDT
Authorizer: Kenneth M Roseman
Authorizer's Organization: Roseman, Kenneth PA
Sending Parties:
Hargan Barmore, Nora
Served Parties:
Liberty Mutual Fire Insurance Co

Check for additional details (and view the documents) online at:
<https://fileandserve.lexisnexis.com/Login/Login.aspx?FI=19670341> (subscriber login required)

Thank you for using LexisNexis File & Serve.

Questions? For prompt, courteous assistance please contact LexisNexis Customer Service by phone at 1-888-529-7587 (24/7).

JS-44 (Rev 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

NORA HARGAN BARMORE

(b) County of Residence of First Listed Plaintiff NEW CASTLE COUNTY, DE
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kenneth M. Roseman, Esquire
KENNETH ROSEMAN, P.A.
1300 King Street
Wilmington, DE 19899; (302) 658-7101

DEFENDANTS

LIBERTY MUTUAL FIRE INSURANCE COMPANY

County of Residence of First Listed Defendant BOSTON, MASSACHUSETTS

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

Kevin Connors, Esquire
MARSHALL, DENNEHEY, WARNER, COLEMAN & GOGGIN
1220 North Market Street, 5th Floor
Wilmington, DE 19899-8888; (302) 552-4302

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1. U.S. Government Plaintiff
☐ 2. U.S. Government Defendant
- ☐ 3. Federal Question (U.S. Government Not a Party)
☒ 4. Diversity (Indicates Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(Place An "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen of Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE / PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits. <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 195 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing / Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities—Employment <input type="checkbox"/> 445 Amer. w/Disabilities—Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609
				<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another District (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332; 28 U.S.C. 1441 and 1446

Brief description of cause:
Breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S)** (See instructions) — JUDGE —

DOCKET NUMBER

Superior Court of New Castle County - MMJ

C.A. No. 07C-12-179

DATE
May 22, 2008

SIGNATURE OF ATTORNEY OF RECORD
/s/ Kevin J. Connors, Esquire (Id. No. 2135)

FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYING IFP	JUDGE	MAG. JUDGE
15/624318.v1				

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 08 - 306

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 1 COPIES OF AO FORM 85.

5/22/08

(Date forms issued)

Jordan B. Masby

(Signature of Party or their Representative)

Jordan B. Masby

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action